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Doe 1, Doe 2 and Doe 3

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JUANITA QUEENAN, Individually;

Case No. 5:23-cv-02149 SSS (SPx)

Plaintiff,

[DISCOVERY MATTER]

DOE 1, CORPORATION P, a Utah corporation sole; DOE 2, CORPORATION B, a Utah corporation sole; DOE 3, FAMILY SERVICES; and DOES 4 to 100, Inclusive.

## **STIPULATED PROTECTIVE ORDER**

Trial Date: None Set

## Defendants.

1       1. A. PURPOSES AND LIMITATIONS

2       Discovery in this action is likely to involve production of confidential, proprietary,  
 3 or private information for which special protection from public disclosure and from use  
 4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
 5 parties hereby stipulate to and petition the Court to enter the following Stipulated  
 6 Protective Order. The parties acknowledge that this Order does not confer blanket  
 7 protections on all disclosures or responses to discovery and that the protection it affords  
 8 from public disclosure and use extends only to the limited information or items that are  
 9 entitled to confidential treatment under the applicable legal principles. The parties further  
 10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
 11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5  
 12 sets forth the procedures that must be followed and the standards that will be applied  
 13 when a party seeks permission from the court to file material under seal.

## 14       B. GOOD CAUSE STATEMENT

15       This Action concerns Plaintiff's claims for damages arising out of alleged sexual  
 16 abuse for which Doe 1, a religious corporation, Doe 2, a religious corporation, and Doe 3,  
 17 a charitable corporation, are allegedly liable. This Action is thus likely to involve  
 18 confidential information for which protection from public disclosure and from use for any  
 19 purpose other than prosecution of this action is warranted. Such confidential materials and  
 20 information consist of, among other things, confidential medical records, records  
 21 implicating privacy rights of third parties, and other information otherwise generally  
 22 unavailable to the public or which may be privileged or otherwise protected from  
 23 disclosure under state or federal statutes, court rules, case decisions, or common law.  
 24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
 25 disputes over confidentiality of discovery materials, to adequately protect information  
 26 entitled to confidentiality, to ensure that the Parties are permitted reasonable necessary  
 27 uses of such material in preparation for and in the conduct of trial, to address their

1 handling at the end of the litigation, and serve the ends of justice, a protective order for  
2 such information is justified in this matter. It is the intent of the Parties that information  
3 will not be designated as confidential for tactical reasons and that nothing be so  
4 designated without a good faith belief that it has been maintained in a confidential, non-  
5 public manner, and there is good cause why it should not be part of the public record of  
6 this case.

7 **2. DEFINITIONS**

8       2.1 Action: The above-entitled proceeding, *Juanita Queenan v. Doe 1, et al.*, Case  
9 No. 5:23-cv-2149-SSS (KKx).

10       2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12       2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
13 generated, stored or maintained) or tangible things that qualify for protection under  
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
15 Statement.

16       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
17 support staff).

18       2.5 Designating Party: a Party or Non-Party that designates information or items  
19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

20       2.6 Disclosure or Discovery Material: all items or information, regardless of the  
21 medium or manner in which it is generated, stored, or maintained (including, among other  
22 things, testimony, transcripts, and tangible things), that are produced or generated in  
23 disclosures or responses to discovery in this matter.

24       2.7 Expert: a person with specialized knowledge or experience in a matter pertinent  
25 to the litigation who has been retained by a Party or its counsel to serve as an expert  
26 witness or as a consultant in this Action.

27       2.8 House Counsel: attorneys who are employees of a party to this Action. House  
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1 Counsel does not include Outside Counsel of Record or any other outside counsel, except  
2 that House Counsel does include attorneys (and their support staff) from the law firm of  
3 Kirton McConkie in Salt Lake City, Utah.

4       2.9 Non-Party: any natural person, partnership, corporation, association, or other  
5 legal entity not named as a Party to this action.

6       2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
7 Action but are retained to represent or advise a party to this Action and have appeared in  
8 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
9 behalf of that party, and includes support staff.

10       2.11 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13       2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
14 Material in this Action.

15       2.13 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19       2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
20 “CONFIDENTIAL.”

21       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23       3. SCOPE

24       The protections conferred by this Stipulation and Order cover not only Protected  
25 Material (as defined above), but also (1) any information copied or extracted from  
26 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
27 Material; and (3) any testimony, conversations, or presentations by Parties or their  
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1 Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the trial  
3 judge. This Order does not govern the use of Protected Material at trial.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations imposed  
6 by this Order shall remain in effect until a Designating Party agrees otherwise in writing  
7 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
8 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final  
9 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
10 trials, or reviews of this Action, including the time limits for filing any motions or  
11 applications for extension of time pursuant to applicable law.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each  
14 Party or Non-Party that designates information or items for protection under this Order  
15 must take care to limit any such designation to specific material that qualifies under the  
16 appropriate standards. The Designating Party must designate for protection only those  
17 parts of material, documents, items, or oral or written communications that qualify so that  
18 other portions of the material, documents, items, or communications for which protection  
19 is not warranted are not swept unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
22 to unnecessarily encumber the case development process or to impose unnecessary  
23 expenses and burdens on other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order

1 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
2 Disclosure or Discovery Material that qualifies for protection under this Order must be  
3 clearly so designated before the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents, but  
6 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
7 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
8 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
9 portion or portions of the material on a page qualifies for protection, the Producing Party  
10 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
11 in the margins).

12 A Party or Non-Party that makes original documents available for inspection need  
13 not designate them for protection until after the inspecting Party has indicated which  
14 documents it would like copied and produced. During the inspection and before the  
15 designation, all of the material made available for inspection shall be deemed  
16 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
17 copied and produced, the Producing Party must determine which documents, or portions  
18 thereof, qualify for protection under this Order. Then, before producing the specified  
19 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
20 that contains Protected Material. If only a portion or portions of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the protected  
22 portion(s) (e.g., by making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party identify the  
24 Disclosure or Discovery Material on the record, before the close of the deposition all  
25 protected testimony.

26 (c) for information produced in some form other than documentary and for any  
27 other tangible items, that the Producing Party affix in a prominent place on the exterior of

1 the container or containers in which the information is stored the legend  
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,  
3 the Producing Party, to the extent practicable, shall identify the protected portion(s).

4       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
5 designate qualified information or items does not, standing alone, waive the Designating  
6 Party’s right to secure protection under this Order for such material. Upon timely  
7 correction of a designation, the Receiving Party must make reasonable efforts to assure  
8 that the material is treated in accordance with the provisions of this Order.

9       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time that is consistent with the Court’s Scheduling Order.

12       6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
13 process under Local Rule 37.1 et seq.

14       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
16 harass or impose unnecessary expenses and burdens on other parties) may expose the  
17 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
18 confidentiality designation, all parties shall continue to afford the material in question the  
19 level of protection to which it is entitled under the Producing Party’s designation until the  
20 Court rules on the challenge.

21       7. ACCESS TO AND USE OF PROTECTED MATERIAL

22       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this Action  
24 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
25 Material may be disclosed only to the categories of persons and under the conditions  
26 described in this Order. When the Action has been terminated, a Receiving Party must  
27 comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a location  
2 and in a secure manner that ensures that access is limited to the persons authorized under  
3 this Order.

4       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
6 may disclose any information or item designated “CONFIDENTIAL” only to:

7       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
8 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
9 disclose the information for this Action;

10       (b) the officers, directors, and employees (including House Counsel) of the  
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12       (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
13 reasonably necessary for this Action and who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (Exhibit A);

15       (d) the court and its personnel;

16       (e) court reporters and their staff;

17       (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
18 whom disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20       (g) the author or recipient of a document containing the information or a custodian  
21 or other person who otherwise possessed or knew the information;

22       (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
23 whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
24 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted  
25 to keep any confidential information unless they sign the “Acknowledgment and  
26 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party  
27 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
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1 depositions that reveal Protected Material may be separately bound by the court reporter  
2 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
3 Order; and

4 (i) any mediator or settlement officer, and their supporting personnel, mutually  
5 agreed upon by any of the parties engaged in settlement discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
7 **OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation that  
9 compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall include  
12 a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to issue  
14 in the other litigation that some or all of the material covered by the subpoena or order is  
15 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
16 Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
18 Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the  
20 subpoena or court order shall not produce any information designated in this action as  
21 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
22 order issued, unless the Party has obtained the Designating Party’s permission. The  
23 Designating Party shall bear the burden and expense of seeking protection in that court of  
24 its confidential material and nothing in these provisions should be construed as  
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
26 from another court.

1           9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
2           IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a Non-Party  
4           in this Action and designated as "CONFIDENTIAL." Such information produced by Non-  
5           Parties in connection with this litigation is protected by the remedies and relief provided  
6           by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party  
7           from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce a  
9           Non-Party's confidential information in its possession, and the Party is subject to an  
10           agreement with the Non-Party not to produce the Non-Party's confidential information,  
11           then the Party shall:

12           (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
13           all of the information requested is subject to a confidentiality agreement with a Non-Party;

14           (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order  
15           in this Action, the relevant discovery request(s), and a reasonably specific description of  
16           the information requested; and

17           (3) make the information requested available for inspection by the Non-Party, if  
18           requested.

19           (c) If the Non-Party fails to seek a protective order from this court within 14 days of  
20           receiving the notice and accompanying information, the Receiving Party may produce the  
21           Non-Party's confidential information responsive to the discovery request. If the Non-Party  
22           timely seeks a protective order, the Receiving Party shall not produce any information in  
23           its possession or control that is subject to the confidentiality agreement with the Non-  
24           Party before a determination by the court. Absent a court order to the contrary, the Non-  
25           Party shall bear the burden and expense of seeking protection in this court of its Protected  
26           Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

## 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in

1 evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
3 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
4 under seal pursuant to a court order authorizing the sealing of the specific Protected  
5 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
6 court, then the Receiving Party may file the information in the public record unless  
7 otherwise instructed by the court.

8       13. FINAL DISPOSITION

9       After the final disposition of this Action, as defined in paragraph 4, within 60 days  
10 of a written request by the Designating Party, each Receiving Party must return all  
11 Protected Material to the Producing Party or destroy such material. As used in this  
12 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected Material.  
14 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
15 a written certification to the Producing Party (and, if not the same person or entity, to the  
16 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
17 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
18 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any  
19 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
20 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
21 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
22 and trial exhibits, expert reports, attorney work product, and consultant and expert work  
23 product, even if such materials contain Protected Material. Any such archival copies that  
24 contain or constitute Protected Material remain subject to this Protective Order as set forth  
25 in Section 4 (DURATION).

26       14. Any violation of this Order may be punished by any and all appropriate  
27 measures including, without limitation, contempt proceedings and/or monetary sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
2

3 Dated: November 30, 2023

4 \_\_\_\_\_/s/  
5 TRÉPANIER TAJIMA LLP  
6 Lisa Dearden Trépanier  
7 Attorneys for Defendants DOE 1, DOE 2,  
8 and DOE 3  
9

10 Dated: November 30, 2023

11 \_\_\_\_\_/s/  
12 THE ZALKIN LAW FIRM, P.C.  
13 Irwin M. Zalkin  
14 Devin M. Storey  
15 Alexander S. Zalkin  
16 Ryan M. Cohen  
17 Attorneys for Plaintiff Juanita Queenan  
18

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20 DATED: December 7, 2023

21 

22 \_\_\_\_\_  
23 The Honorable Sheri Pym  
24 United States Magistrate Judge  
25  
26  
27  
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## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I read in its entirety and understand the Stipulated Protective Order that was issued by United States District Court for the Central District of California on [date] in the case *Janita Queenan v. Doe 1, et al.*, Case No. 5:23-cv-2149-SSS (SPx). I agree to comply and to be bound by all the terms of this Stipulated Protective Order and I understand acknowledge that failure to so comply could expose me to sanctions and punishment nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: